

AG Contract No. KR00 0287TRN  
ADOT ECS File No JPA 00-39  
Project: TEA-051-2(41)P  
TRACS: 191 GE 162.7/H4938 01C  
Section: US-191, MP 162.7 - 164.6

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF CLIFTON

THIS AGREEMENT is entered into 23 May, 2000  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954 as amended between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and the Town of Clifton, acting by and through its Mayor and Town Council (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town

3. It is to the mutual advantage of the State and the Town to landscape certain areas and construct sidewalks on US-191 at the following location.

From milepost 162.7 to milepost 164.6, a net distance of approximately 1.9 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

=====

NO. 24004  
Filed with the Secretary of State  
Date Filed: 05/23/00  
Betsy Bayless  
Secretary of State

By: Dickey V. Greenwood

## II. SCOPE OF WORK

1 The State will prepare landscape and sidewalk architectural plans for the landscaping, sidewalk and irrigation project and submit them to the Town for concurrence.

2 After Town concurrence of the plans, the project will be constructed by the State, using State and Federal funds, in an amount currently estimated at \$220,000 00.

3 The Town shall arrange to have furnished and installed in its name necessary water services from water mains to the designated locations within the right of way at the State's expense.

4 The Town shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at Town expense.

5 After construction, the Town shall maintain the sidewalks, and the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6 The Town hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The Town will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## III. MISCELLANEOUS PROVISIONS

1 This agreement shall become effective upon filing with the Secretary of State.

2 The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ. 85007

Town of Clifton  
Town Manager  
Box 1415  
Clifton, AZ. 885533-1415

8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF CLIFTON

STATE OF ARIZONA

Department of Transportation

By   
MICHAEL L. MITCHELL  
Mayor

By   
CATHRINE J. HEGEL  
Contract Administrator

ATTEST

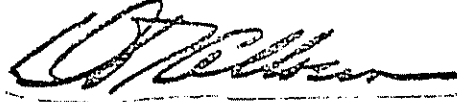
By   
ESPERANZA CASTANEDA  
Town Clerk

00-39 doc  
3mar

RESOLUTION

BE IT RESOLVED on this 28th day of March 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Clifton for the purpose of defining responsibilities for the design, construction and maintenance of improvements to US-191 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

MINUTES  
TOWN OF CLIFTON  
REGULAR TOWN COUNCIL MEETING  
APRIL 20, 2000  
10:00 A.M.

**MEMBERS PRESENT**

Mike Mitchell, Mayor\*  
Aida Lopez, Vice Mayor  
Mary Beager  
Pete Castaneda  
David McCullar  
Vangie Medina  
Stevan Subia\*

THIS IS CERTIFIED TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL DOCUMENT  
*Emilia Castaneda*  
TOWN CLERK  
DATE *May 11, 2000*

Due to the absence of the Mayor, Vice Mayor Aida Lopez called the meeting to order.

**CONSENT AGENDA:** Council member Mary Beager made the motion to approve the items under Consent Agenda:

1. Approval of the March 23, 2000 Regular Meeting Minutes
2. Approval of Committee Reports;
3. Approval of Demands.

Second to the motion was made by Council member David McCullar.

Department Heads were allowed the opportunity to present additional information to committee reports.

Police Chief, Les Hawkins reported that donations and get will cards had been received on Nike's behalf.

Town Manager, Tonya Williams reported that an updated road inventory is being prepared by Engineers' Inc. She also explained that she has contacted a bonding agency to obtain information on the possibility of funding a street improvement project for town streets.

Ms. Williams also reported that she was in receipt of a legal opinion from the Town Attorney, Jill Winans regarding development in the flood plain. Ms. Williams explained that this opinion in addition to other advise from previous town attorney's indicate that no new development could be allowed in the flood plain. Ms. Winans also addressed zoning issues within the flood plain.

Ms. Williams requested that each member of the Council review the letter and consider the possibility of scheduling a work session to discuss flood plain issues in Clifton.

**Discussion and/or action to utilize town resources for the Cinco De Mayo Fiesta - Council member David McCullar.** Council member McCullar addressed the Council on behalf of the Chamber of Commerce. He stated that he requests assistance from the town to transport the wood frame booths to and from the fiesta site. He also requested that the garbage collection crew pick up the excess garbage at the park as part of the regular route on Monday.

Council member Castaneda made a motion to approve the request. Motion was seconded by Council member Mary Beager. Motion carried.

**Discussion and/or action to authorize the Arizona Department of Transportation to go on town property to construct the ISTEPA Project.** Motion to authorize the Arizona Department of Transportation to go on town property to construct the ISTEPA Project was made by Council member David McCullar. Motion was seconded by Council member Pete Castaneda.

Under discussion, Town Manager Tonya Williams explained the details of the ISTEPA Project. The grant will provide for sidewalks and landscape enhancements thru the route 191.

Motion carried.

**Discussion and/or action to authorize the Mayor to execute Intergovernmental Agreement No. JPA 00-39 for Landscape Maintenance Between the State of Arizona and the Town of Clifton.** Council member David McCullar made a motion to authorize the mayor to execute Agreement No. JPA 00-39, contingent upon review of the Town Attorney. Motion was seconded by Council member Beager.

Under discussion the Public Works Director noted that the town will be responsible for maintenance of the sidewalks and landscape.

Motion carried.

**Discussion and/or action to Resolution No. 2000-05: A resolution authorizing the Town of Clifton to Contract with the Arizona Department of Corrections for the Offender Work Program.** Council member Pete Castaneda made a motion to approve Resolution No. 2000-05; motion was seconded by Council member David McCullar. Motion carried.

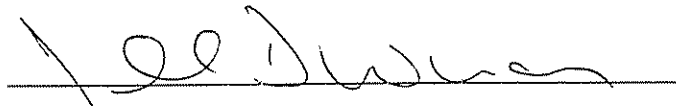
**Discussion and/or action to approve the bid for the Town Hall Conference Room Repair Project.** Town Manager, Tonya Williams explained that Engineers Inc. had handled this formal bid process. She reported that only 1 bid had been received by the town.

She further explained that the town engineer had not had sufficient time to review the proposal to make a recommendation to Council at this time. Therefore she requested that Council table this action until the proposal could be reviewed.

APPROVAL OF THE CLIFTON TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF CLIFTON and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 28<sup>th</sup> day of April, 2000.

  
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Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

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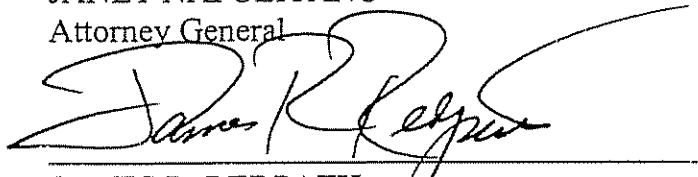
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-0287TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 18, 2000.

JANET NAPOLITANO  
Attorney General



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JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/627339

Enc.